

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

ROBERT DIGGS,

Plaintiff,

v.

SHAANXI MIAOTONGGUO TRADE CO.,
LTD., et al.,

Defendants.

Case No. 23-cv-05871

Judge Sara L. Ellis

Magistrate Judge Jeffrey T. Gilbert

DEFAULT JUDGMENT ORDER

This action having been commenced by Plaintiff Robert Diggs, (“Plaintiff”) against the defendants identified on Schedule A, and using the online marketplace accounts identified on Schedule A (collectively, the “Online Marketplaces”), and Plaintiff having moved for entry of Default and Default Judgment against the defendants identified on Schedule A attached hereto which have not yet been dismissed from this case (collectively, “Defaulting Defendants”);

This Court having entered a preliminary injunction; Plaintiff having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendants received from payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered or appeared in any way, and the time for answering having expired, so that the allegations of the Complaint are uncontroverted and are deemed admitted;

This Court finds that it has personal jurisdiction over Defaulting Defendants because Defaulting Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Plaintiff has provided a basis to conclude that Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more seller aliases, offer shipping to the United States, including Illinois, and have sold products using infringing and counterfeit versions of Plaintiff's federally registered trademarks (the "WU-TANG CLAN Trademarks") to residents of Illinois. In this case, Plaintiff has presented screenshot evidence that each Defendant e-commerce store is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can and do purchase products using counterfeit versions of the WU-TANG CLAN Trademarks. *See* Docket No.[16], Exhibit 2 to the Declaration of Emily Holt, which includes screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing and able to ship its counterfeit goods to customers in Illinois bearing infringing and/or counterfeit versions of the WU-TANG CLAN Trademarks.

A list of the WU-TANG CLAN Trademarks is included in the below chart.

REGISTRATION NUMBER	REGISTERED TRADEMARK
3,578,670	

3,605,223	
3,578,668	WU-TANG CLAN
5,572,964 5,572,965 6,156,391	WU WEAR
6,218,672	WU-TANG: AN AMERICAN SAGA

This Court further finds that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), false designation of origin (15 U.S.C. § 1125(a)).

Accordingly, this Court orders that Plaintiff's Motion for Entry of Default and Default Judgment is GRANTED as follows, that Defaulting Defendants are deemed in default, and that this Default Judgment is entered against Defaulting Defendants.

This Court further orders that:

1. Defaulting Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be permanently enjoined and restrained from:
 - a. using the WU-TANG CLAN Trademarks or any reproductions, counterfeit copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Wu-Tang Clan product or not authorized by Plaintiff to be sold in connection with the WU-TANG CLAN Trademarks;

- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Wu-Tang Clan product or any other product produced by Plaintiff, that is not Plaintiff's or not produced under the authorization, control, or supervision of Plaintiff and approved by Plaintiff for sale under the WU-TANG CLAN Trademarks;
 - c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff; and
 - d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of Plaintiff's trademarks, including the WU-TANG CLAN Trademarks, or any reproductions, counterfeit copies or colorable imitations.
2. Defaulting Defendants and any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of the Defaulting Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay, Inc., AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, ContextLogic, Inc. d/b/a Wish.com ("Wish.com"), Walmart Inc. ("Walmart"), Etsy, Inc. ("Etsy"), WhaleCo, Inc. ("Temu") and DHgate.com ("DHgate") (collectively, the "Third Party Providers"), shall within seven (7) calendar days of receipt of this Order cease:
- a. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, or any other online marketplace account that is being used to sell or is the means by which Defaulting Defendants could

continue to sell counterfeit and infringing goods using the WU-TANG CLAN Trademarks; and

b. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing the WU-TANG CLAN Trademarks or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine Wu-Tang Clan product or not authorized by Plaintiff to be sold in connection with the WU-TANG CLAN Trademarks.


3. Upon Plaintiff's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 2, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the WU-TANG CLAN Trademarks.
4. Pursuant to 15 U.S.C. § 1117(c)(2), Plaintiff is awarded statutory damages from each of the Defaulting Defendants in the amount of one hundred thousand dollars (\$100,000) for willful use of counterfeit WU-TANG CLAN Trademarks on products sold through at least the Online Marketplaces. This award shall apply to each distinct Defaulting Defendant only once, even if they are listed under multiple different aliases in the Complaint and Schedule A.
5. Any Third Party Providers holding funds for Defaulting Defendants, including PayPal, Inc. ("PayPal"), eBay, Alipay, Alibaba, Wish.com, Ant Financial Services Group ("Ant Financial"), Walmart, Etsy, DHgate, Temu, and Amazon Pay, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants or the Online Marketplaces from transferring or

disposing of any funds (up to the statutory damages awarded in Paragraph 4 above) or other of Defaulting Defendants' assets.

6. All monies (up to the amount of the statutory damages awarded in Paragraph 4 above) currently restrained in Defaulting Defendants' financial accounts, including monies held by Third Party Providers such as PayPal, Alipay, Alibaba, Wish.com, Ant Financial, and Amazon Pay, are hereby released to Plaintiff as partial payment of the above-identified damages, and Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Wish.com, Ant Financial, Walmart, Etsy, DHgate, Temu, and Amazon Pay, are ordered to release to Plaintiff the amounts from Defaulting Defendants' financial accounts within fourteen (14) calendar days of receipt of this Order.
7. Until Plaintiff has recovered full payment of monies owed to it by any Defaulting Defendant, Plaintiff shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69.
8. In the event that Plaintiff identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, Plaintiff may send notice of any supplemental proceeding, including a citation to discover assets, to Defaulting Defendants by e-mail at the e-mail addresses identified in Exhibit 2 to the Declaration of Emily Holt and any e-mail addresses provided for Defaulting Defendants by third parties.
9. The ten thousand dollar (\$10,000) surety bond posted by Plaintiff is hereby released to Plaintiff or its counsel, Greer, Burns & Crain, Ltd. The Clerk of the Court is directed to return the surety bond previously deposited with the Clerk of the Court to Plaintiff or its counsel.

This is a Default Judgment.

Dated: December 20, 2023

A handwritten signature in black ink, appearing to read 'S. L. Ellis', is positioned above a horizontal line.

Judge Sara L. Ellis
United States District Judge

Robert Diggs v. Shaanxi Miaotongguo Trade Co., Ltd., et al. - Case No. 23-cv-05871

Schedule A

Defendant Online Marketplaces		
No	URL	Name / Seller Alias
1	sexlifelike.en.alibaba.com	Shaanxi Miaotongguo Trade Co., Ltd.
2	aliexpress.com/store/1102341693	246 Lucky Case Store
3	aliexpress.com/store/1102603120	261 Exquisite Phone Case Store
4	aliexpress.com/store/1102650287	268 TOP Phone Case Store
5	aliexpress.com/store/1102668036	5D DIY Diamond Painting Store
6	aliexpress.com/store/1101810427	AliexpressFurniture Store
7	aliexpress.com/store/1102778070	Amand Home Textile Store
8	aliexpress.com/store/1102550446	CRDD Store
9	aliexpress.com/store/1102560312	CSMY Home Store
10	aliexpress.com/store/1102602344	Excellent Home Furnishing Store
11	aliexpress.com/store/1101772657	GoodLucky 520 Store
12	aliexpress.com/store/1102875804	Huahua-83 Store
13	aliexpress.com/store/1101956213	Jewedsr Mat 888 Store
14	aliexpress.com/store/1102602204	Jupiter Home Textiles Store
15	aliexpress.com/store/1102809805	Jupiter1023 Store
16	aliexpress.com/store/1101949261	JZIU Bed Life Store
17	aliexpress.com/store/1102695439	MKORS Official Store
18	aliexpress.com/store/1101220898	MSI Customized Store
19	aliexpress.com/store/1102727787	Nordic Home Carpet Store Store
20	aliexpress.com/store/1102773967	Sarai Home Textile Store
21	aliexpress.com/store/1101991637	Shop1100124006 Store
22	aliexpress.com/store/1102312971	Shop1102313903 Store
23	aliexpress.com/store/1102486280	Shop1102486279 Store
24	aliexpress.com/store/1102484326	Shop1102487350 Store
25	aliexpress.com/store/1102563536	Shop1102566496 Store
26	aliexpress.com/store/1102585002	Shop1102579024 Store
27	aliexpress.com/store/1102666168	Shop1102667150 Store
28	aliexpress.com/store/1102709354	Shop1102711344 Store
29	aliexpress.com/store/1102724416	Shop1102726375 Store
30	aliexpress.com/store/1102738892	Shop1102736939 Store
31	aliexpress.com/store/1102598756	Sunny Shop Store
32	aliexpress.com/store/1102777085	Tacy Home Textile Store

33	aliexpress.com/store/1102597253	Tinny Home Textiles Store
34	aliexpress.com/store/1102603210	Tyrese Home Textiles Store
35	aliexpress.com/store/1102770721	UFO Carpet VIP Store
36	DISMISSED	DISMISSED
37	amazon.com/sp?seller=A1FYCUSWHEL2PL	A1FYCUSWHEL2PL
38	amazon.com/sp?seller=A2Q90ENDFFK47Q	A2Q90ENDFFK47Q
39	amazon.com/sp?seller=A3SZ2ST9QT5W9Z	A3SZ2ST9QT5W9Z
40	amazon.com/sp?seller=AZ8PRIUGZ520K	ABDULLAH YILMAZ LLC
41	amazon.com/sp?seller=AXJOVZRXLKIJZ	AXJOVZRXLKIJZ
42	amazon.com/sp?seller=A1A3P8Y03HUNLP	Bealam
43	amazon.com/sp?seller=A1JN8CI5JIHWZ3	Chagas jams
44	amazon.com/sp?seller=A8A8PV34R21VG	Changlongda Trading Co., Ltd
45	amazon.com/sp?seller=A29EEL554ARNRZ	ChristianDan
46	amazon.com/sp?seller=AD2M4EMUQTY5C	Deodsky
47	amazon.com/sp?seller=A3AJDUZZBQQ765	dongfangshiyihui mingwangluokejiyouxiangongsi
48	amazon.com/sp?seller=A1VR3Y4111T3NA	gangtingdianzishangwu
49	amazon.com/sp?seller=A1OVKG46917PBY	GaoZhiXiangGHFGKJHKGJH
50	amazon.com/sp?seller=A3G3VD7N7GMN49	guangzhouyuxinshangmaoyouxiangongsi11
51	amazon.com/sp?seller=A1NPEWLJ47Q2H9	hanmingmaoyiyouxian
52	amazon.com/sp?seller=A14X02XLKCWZ1X	liangweidongdianpu
53	amazon.com/sp?seller=A3SM76H87ASYAZ	liuzhen0105
54	amazon.com/sp?seller=A2MU4UKQ4E9CMZ	LiWenXi TiFang
55	amazon.com/sp?seller=A2H23AL2AG3ET4	LUOXHUA
56	amazon.com/sp?seller=A2FCWMKNAGIXM4	pu tian shi cheng xiang qu gao su fu zhuang dian
57	amazon.com/sp?seller=A273SKXIKM7ZPE	RobSutter
58	DISMISSED	DISMISSED
59	amazon.com/sp?seller=A2OLWBS96DAUC9	shanghai su jia meng da jian zhu zhuang shi gong chen gyouxia
60	amazon.com/sp?seller=A1IS8QBV1RGGPU	ShengLidedianpu
61	amazon.com/sp?seller=A21E7GQWA9BZT	Shufusic
62	amazon.com/sp?seller=A2WT7TJCOEO8LL	sichuan nuoyuangleidianshangwuyouxiangongsi
63	DISMISSED	DISMISSED
64	amazon.com/sp?seller=A373THO7RKNWC B	wubujiandedian
65	amazon.com/sp?seller=A15PW6AO29X9XR	Yangmiewang-Shop
66	amazon.com/sp?seller=A14UWTFJCYGQGL	ZhangShuYanxiaodian
67	amazon.com/sp?seller=A36C3G4WLS67LE	zhangyanjieff
68	dhgate.com/store/21848482	af567 Store

69	dhgate.com/store/21818959	casd
70	dhgate.com/store/21818954	cih7
71	dhgate.com/store/21818938	e9rn
72	dhgate.com/store/21818956	ebpv
73	dhgate.com/store/21800617	fbcq
74	dhgate.com/store/21800991	iism
75	dhgate.com/store/21829104	jingtou33 Store
76	dhgate.com/store/21800618	mjta
77	dhgate.com/store/21818871	omjb
78	dhgate.com/store/21829958	rinuita Store
79	dhgate.com/store/21818979	xbog
80	dhgate.com/store/21818895	y0ls
81	ebay.com/usr/enzon-tech	enzon-tech
82	ebay.com/usr/yuchen-tech	yuchen-tech
83	temu.com/m-1297809114620.html	How big is the decoration
84	wish.com/merchant/6062b89606897548ceb3ce06	adhjajfhdfqd
85	wish.com/merchant/5af5568f9b069c13e5930903	cheel juhs
86	wish.com/merchant/5aa4e33e54bd093d370cb39c	chenyaxiang999
87	wish.com/merchant/5f4614976d20429db4d9c11f	cvljq4shop
88	wish.com/merchant/5ab5abb967d25c24afe5ac41	Dreamingdream
89	wish.com/merchant/6084e895729e094582d92bf5	gexinhu57785
90	wish.com/merchant/5e891806a7d6496520da4055	Gretchen Padilla
91	wish.com/merchant/5d4f939e7edfad1bb70a6638	Halen IT
92	wish.com/merchant/5f45e41687619cb37e59b731	Hanzxiaofeng
93	wish.com/merchant/5e465ba5082dca6a2b36086a	Jiandone Well
94	wish.com/merchant/5f5355d4474cf27370c8777f	Jianyuanhuan
95	wish.com/merchant/5e9feeac069202cae93d9a80	jjtsljnwqeqoqg
96	wish.com/merchant/5eb05c75e5e7c3c46cf3d756	keliiforeman1277384
97	wish.com/merchant/5e9bf57def1dce07a8eb3da1	kwntlhikzacwqqva
98	wish.com/merchant/60baeff18bbda72fc6a2bfcb	liuliming3465

99	wish.com/merchant/60bae7cb2615ac275da22c4c	lixiang27258
100	wish.com/merchant/5e9a9da9ef1dce5e29eb3d9b	ryan williamsu
101	wish.com/merchant/5e9ff65561bb1a03536e37d5	siueoirntewe
102	wish.com/merchant/5e843e0db3e30aee11786b30	Socank
103	wish.com/merchant/5d4f73e14115da3d86010445	SUKI IT
104	wish.com/merchant/5e9e445229e7866d561b8aad	Thomas ONeilly
105	wish.com/merchant/5adfee0fabef9567ac15bb47	tongyinsheng
106	wish.com/merchant/5f60611d137df43ec6541a4b	xukunneng666
107	wish.com/merchant/5f363e5122e70ea0c51e1973	yudan3045